



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett
County Executive

David E. Dise
Director

SOLICITATION AMENDMENT #1

RFP# 1004332

June 27, 2011

PAGE 1 of 5 FOR THE PROCUREMENT: Crossroads Youth Opportunity Services

ALL SOLICITATION AMENDMENTS MUST BE ACKNOWLEDGED BY THE OFFEROR PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION FOR RECEIPT OF OFFERS. **YOUR FAILURE TO ACKNOWLEDGE AN AMENDMENT MAY BE CAUSE TO REJECT PROPOSAL.**

DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGES ARE APPLICABLE TO THE SOLICITATION:

Change #1

On page 16, under Intent, last sentence of the first paragraph is deleted and replaced with new language. REPLACE page 16 with attached, **REVISED page 16, changes are in bold, and italicized.**

Change #2

On page 25, under Proposed Cost, the number of youth has been corrected. REPLACE PAGE 25 with attached, **REVISED PAGE 25, changes are in bold, and italicized.**

Attached please find answers from the pre-submission conference (Attachment A), and a copy of the sign-in sheet from the pre-submission conference (Attachment B).

There are no other changes.

.....
THE SOLICITATION PROVISION ENTITLED "SOLICITATION AMENDMENTS" IS APPLICABLE TO THIS AMENDMENT. THE CHANGES SET FORTH ABOVE ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION. THE DATE SPECIFIED FOR RECEIPT OF OFFERS **IS NOT** EXTENDED.

ISSUED BY: David E. Dise
David E. Dise, CPPO, Department of General Services

NAME OF OFFEROR: _____
(Type or print)

NAME AND TITLE OF PERSON
AUTHORIZED TO SIGN: _____
(Type or print)

OFFEROR'S SIGNATURE: _____ DATE : _____
(Munoz)

Office of Procurement

SECTION C - SCOPE OF SERVICES:1. Background

Several years ago, Montgomery County and Prince George's County established a Joint County Gang Prevention Task Force (Joint County Task Force) to facilitate the coordination of efforts to address a rise in gang activity in both counties and in surrounding jurisdictions. The Joint County Task Force issued recommendations which focused on increased safety and well-being of youth and families in critically affected areas of Montgomery and Prince George's Counties; increased awareness and capacity of families and communities to respond to factors that contribute to gang activity; and reduction of gang recruitment, gang participation, and gang violence in local communities. As a result of the Joint County Task Force recommendations, the Crossroads Youth Opportunity Center began operation in the spring of 2006. This solicitation continues the County's commitment to a community-based, regionally distributed continuum of integrated health and human services in the down-County area.

In conjunction with the Joint County Task Force recommendations, the Montgomery County Gang Prevention Task Force released a report summarizing their findings and recommendations. The Executive Summary to the Montgomery County Gang Prevention Task Force Final Report and Recommendations is attached (Attachment I) to this RFP. Offerors should review this document to gain an understanding of the overall approach that will be expected of the successful awardee under this RFP.

2. Intent

The County requires the services of an experienced, qualified, and culturally competent Contractor to provide community-based outreach, prevention and diversion services for gang involved or potentially gang involved youth and their families through the operation of the Crossroads Youth Opportunity Center (The Center). ***Services must be provided at 7676 New Hampshire Avenue, Takoma Park, MD 20912 which will be provided by the County.***

The target population for this RFP is youth who are involved in gangs or who have the potential for gang involvement. Offerors must demonstrate their experience and/or the capacity to engage and provide services to youth from different gangs, cultures, backgrounds, etc. Offerors will be asked to describe their past involvement and success in this work. The capacity to connect with and engage youth from a variety of cultures in the Takoma/Langley Park area is essential for an effective program.

If necessary, contractors are permitted to subcontract some of the services required in this RFP.

Should additional funding become available, services under the contract resulting from this RFP may be enhanced to address additional needs in other communities in Montgomery County, provided the additional needs fall within the general scope of this RFP.

3. Specifications/Work Statementa. Overview

The Contractor must plan and implement a program of ethnically and culturally relevant, community-based services for youth who are gang involved or have the potential for involvement in gangs. These prevention, intervention, mental health and social services must be delivered in a coordinated and integrated fashion and must reflect the expressed interests and needs of the participants and their families. Services must be provided in settings (i.e. street work in the community and home contact) and during hours (i.e. evening and weekend hours) which will increase participation and promote engagement of the different ethnic/cultural groups in the Takoma/Langley Park area. The County has established an annual outreach target of at least 150 youth during the implementation year and 200 youth in subsequent years.

relevant parties (i.e. partners, community based organizations, human services, police, probation, courts, correctional entities, etc.).

- (f) Youth Leadership and Governance: Offerors must describe strategies/plans to provide opportunities for the target youth to participate in leadership and decision-making within the Center and in the community, such as through community initiatives and participation in conferences or trainings. Both Prevention and Diversion Services must include the formation of a governing body made up of youth. Community and civic involvement activities are strongly encouraged.
- (g) Behavioral Health and Support Services: These services must include on-site and in-home mental health and family therapy for youth and their family members as well as life skills training, case management, violence reduction efforts, and parent support and training. Offerors must fully describe plans for providing consistent and comprehensive mental health services, which include: ongoing and regular assessment and treatment, integrated individual, family, and group therapies, and access to psychological testing. Offerors must include plans to employ proven, evidence-based practices to serve individuals who have suffered trauma and are suffering from Post Traumatic Stress Disorder.
- (2) demonstration of community collaborations and/or working collaboratively with public and private programs, and community groups; demonstration of Offeror's knowledge of County resources available to the participants and plan to access those resources. Offeror's plan/strategy to adjust or develop services to meet the changing needs of the target group/community.
- (3) descriptions of how the Offeror plans to provide an ethnically and culturally relevant program to Montgomery County's diverse populations. This plan should take into account the challenges of implementing integrated service delivery for diverse populations.
- (4) description of the formation of a governing body made up of youth; and other opportunities for governance for family members
- (5) copies of any signed letters of intent demonstrating a formal collaboration with local agencies to deliver integrated services.
- l. Performance Measures – Provide a plan as to how the Offeror will collect and report to the County on a monthly basis the performance measure data detailed under Section C., Scope of Services, Paragraph 5, Performance Measures. Include any additional performance measures that the Offeror finds appropriate for the services described in this RFP.
- m. Proposed Costs – Provide two proposed line-item budgets; one for the implementation year, which will include start-up costs and outreach services to a minimum of **150 youth**, and a second budget for the second year of the contract, which will include costs for outreach services to a minimum of **200 youth**. Offerors should use the Department of Health and Human Services Budget (Attachment J) for this requirement, and may provide additional pages if necessary. The proposed budgets must include all costs for proposed services and sufficient supporting detail and justification for proposed costs. Be sure all direct costs associated with each position in the budget are clearly delineated. Identify and define all costs associated with operation, administration, coordination, and fiscal management.
- n. W-9 Tax Form
- o. Articles of Incorporation/Name Change Amendment (if applicable)
- p. Letter of Determination for Non-profit status (if applicable)

AWARD SUBMISSIONS

**ANSWERS TO QUESTIONS AT PRE-SUBMISSION CONFERENCE ON
June 16, 2011.**

ATTACHMENT A

1. Are fillable pdf versions of the forms available?

Electronic copies of the required forms are not available at this time. Offerors may
handwrite the information needed on the required forms.

Attachment B

PRE-SUBMISSION MEETING SIGN-IN SHEET

RFP # 1004332 Crossroads Youth Opportunity Services

June 16, 2011

AGENCY NAME & ADDRESS

CONTACT PERSON & E-MAIL ADDRESS

PHONE AND FAX NUMBERS

Hosts of Protoges, Inc. Donna Linton donna.linton@hostsofprotoges.org 240 476 4604
Identity, Inc. 414 East Diamond Ave, 80877 Noelle Dietrich ndietrich@identity-youth.org 301-963-5700 ext 16

Notice to Offerors

Request for Proposals

#1004332

Crossroads Youth Opportunity Services

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



**REQUEST FOR PROPOSALS
RFP #1004332
Crossroads Youth Opportunity Services
June 6, 2011**

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and five (5) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00 P.M on July 6, 2011 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There **will** be an optional pre-submission conference at **10:00 AM on June 16, 2011** in the **Large Conference Room at 255 Rockville Pike, Suite 180, Rockville, MD 20850.**

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact **Luis Cardona, 401 Hungerford Dr., 5th floor, Rockville, MD 20850, at (240) 777-1001.**

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact **Tania Munoz at (240) 777-9920.**

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	<input checked="checked" type="checkbox"/>
or	
This is a Construction Contract (See Attachment H):	<input type="checkbox"/>
or	
This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	<input type="checkbox"/>

David E. Dise, Director
Department of General Services

Revised 04/10

RFP # 1004332
TABLE OF CONTENTS

Acknowledgment	4
Name and Signature Requirements for Proposals and Contracts	
Acknowledgment of Solicitation Amendments	
Section A <u>Instructions, Conditions and Notices</u>	5
Acceptance Time	
Acknowledgment	
Contract Documents	
Determination of Responsibility	
Joint Procurement	
Late Proposals	
Minority, Female, Disabled Person Program Compliance	
Montgomery County Code and Procurement Regulations	
Optional Pre-submission Conference	
Payment Terms	
Proposals	
Proposal Withdrawal/Modification	
Proprietary & Confidential Information	
Protests	
Public Posting	
Qualification of Offerors	
Questions	
Services Contract	
Solicitation Amendments	
Solicitation Preparation Expenses	
Verbal Explanations	
Section B <u>General Conditions of Contract Between County and Contractor</u>	10
Accounting System and Audit, Accurate Information	
Americans with Disabilities Act	
Applicable Laws	
Assignments and Subcontracts	
Changes	
Contract Administration	
Cost & Pricing Data	
Disputes	
Documents, Materials and Data	
Duration of Obligation	
Entire Agreement	
Ethics Requirements/Political Contributions	
Guarantee	
Hazardous and Toxic Substances	
Health Insurance Portability and Accountability Act (HIPAA) Compliance	
Immigration Reform and Control Act	
Inconsistent Provisions	
Indemnification	
Independent Contractor	
Inspections	
Insurance	
Intellectual Property Approval and Indemnification - Infringement	

RFP #1004332
TABLE OF CONTENTS

	Non-Conviction of Bribery	
	Non-Discrimination in Employment	
	Payments	
	Personal Property	
	Termination for Default	
	Termination for Convenience	
	Time	
	Work Under the Contract	
Section C	<u>Scope of Services</u>	16
	Background	
	Intent	
	Scope of Services/Specifications/Work Statement	
	Contractor Qualifications	
	Contractor Responsibility	
	County Responsibility	
	Reports	
	Deliverables/Milestones	
Section D	<u>Performance Period</u>	21
	Term	
	Price Adjustments	
Section E	<u>Method of Award/Evaluation Criteria</u>	21
	Procedures	
	Evaluation Criteria	
Section F	<u>Submissions</u>	22
	Proposal Submissions	
	Award Submissions	
Section G	<u>Compensation</u>	26
Section H	<u>Contract Administrator</u>	26
	Authority	
	Using Department	
Section I	<u>Ethics</u>	26
 <u>ATTACHMENTS</u>		
A.	References	A1
B.	Metropolitan Washington Council of Governments Rider Clause	B1
C.	Minority Business Program & Offeror's Representation	C1
D.	Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document entitled Minority, Female, Disabled Person Subcontractor Performance Plan	D1
E.	Offeror's Certification of Cost and Price	E1
F.	Mandatory Insurance Requirements	F1
G.	Wage Requirements for Services Contract Addendum to the General Conditions of Contract between County and Contractor, and its companion documents entitled "Wage Requirements Certification" and "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form"	G1
H.	Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor	H1
I.	Montgomery County Gang Prevention Task Force Final Report and Recommendations	I1
J.	DHHS Budget Sheet	J1

Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has until Nov.1, 2011 to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies an acceptance time prior to November 1, 2011. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
Montgomery College (MC)
Montgomery County Public Schools (MCPS)
Montgomery County Revenue Authority
Montgomery County Housing Opportunities Commission (HOC)
Washington Suburban Sanitary Commission (WSSC)
Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at: www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and non-technical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.
3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;

- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFP #1004332

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

RFP #1004332

TABLE B. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES:

1. Background

Several years ago, Montgomery County and Prince George's County established a Joint County Gang Prevention Task Force (Joint County Task Force) to facilitate the coordination of efforts to address a rise in gang activity in both counties and in surrounding jurisdictions. The Joint County Task Force issued recommendations which focused on increased safety and well-being of youth and families in critically affected areas of Montgomery and Prince George's Counties; increased awareness and capacity of families and communities to respond to factors that contribute to gang activity; and reduction of gang recruitment, gang participation, and gang violence in local communities. As a result of the Joint County Task Force recommendations, the Crossroads Youth Opportunity Center began operation in the spring of 2006. This solicitation continues the County's commitment to a community-based, regionally distributed continuum of integrated health and human services in the down-County area.

In conjunction with the Joint County Task Force recommendations, the Montgomery County Gang Prevention Task Force released a report summarizing their findings and recommendations. The Executive Summary to the Montgomery County Gang Prevention Task Force Final Report and Recommendations is attached (Attachment I) to this RFP. Offerors should review this document to gain an understanding of the overall approach that will be expected of the successful awardee under this RFP.

2. Intent

The County requires the services of an experienced, qualified, and culturally competent Contractor to provide community-based outreach, prevention and diversion services for gang involved or potentially gang involved youth and their families through the operation of the Crossroads Youth Opportunity Center (The Center). Services must be provided at a facility provided by the Contractor in the greater Takoma/Langley Park area of Montgomery County, Maryland for the duration of the term of the Contract resulting from this RFP.

The target population for this RFP is youth who are involved in gangs or who have the potential for gang involvement. Offerors must demonstrate their experience and/or the capacity to engage and provide services to youth from different gangs, cultures, backgrounds, etc. Offerors will be asked to describe their past involvement and success in this work. The capacity to connect with and engage youth from a variety of cultures in the Takoma/Langley Park area is essential for an effective program.

If necessary, contractors are permitted to subcontract some of the services required in this RFP.

Should additional funding become available, services under the contract resulting from this RFP may be enhanced to address additional needs in other communities in Montgomery County, provided the additional needs fall within the general scope of this RFP.

3. Specifications/Work Statement

a. Overview

The Contractor must plan and implement a program of ethnically and culturally relevant, community-based services for youth who are gang involved or have the potential for involvement in gangs. These prevention, intervention, mental health and social services must be delivered in a coordinated and integrated fashion and must reflect the expressed interests and needs of the participants and their families. Services must be provided in settings (i.e. street work in the community and home contact) and during hours (i.e. evening and weekend hours) which will increase participation and promote engagement of the different ethnic/cultural groups in the Takoma/Langley Park area. The County has established an annual outreach target of at least 150 youth during the implementation year and 200 youth in subsequent years.

The Contractor chosen to provide the services as a result of this RFP must provide services at 7676 New Hampshire Avenue, Takoma Park, MD 20912 (the "Facility") which will be provided by the County. The Contractor must enter into a space license agreement with the County and coordinate co-locating subcontractors included in the Contractor's proposal at the Facility. The Contractor is permitted to provide services in accordance with this RFP at County-approved satellite locations as well. If utilized, the Contractor is responsible for obtaining and/or arranging for the use of these satellite locations. Any leasing costs for the satellite locations must be included in the Contractor's budget.

The Contractor is expected to coordinate services with other agencies and community providers of related services, such as the Montgomery County Police Department and other partners as designated by the County. In addition, the Contractor must collaborate with County partners, such as the Department of Juvenile Justice, during emergency situations that affect the target population. This collaboration may include but is not limited to hosting strategy sessions for the community partners.

Offerors are expected to identify resources other than County funds to support the Wellness Center. Offerors' proposals must describe their proven ability to leverage resources and their plan to secure additional funding to bring to this program.

b. Services Components

All services of the Center must either be evidenced based or reflect promising practices. Promising practices may include a previous intervention model that has demonstrated good outcomes for the Contractor in the past but that may not necessarily be widely recognized as a best practice. For those Offerors identifying approaches which have not had rigorous evaluation, evidence must be provided to justify selection of an unproven approach. All services must address the needs of the full diversity of the County population and must include a plan for integrating services among different gangs and diverse populations.

The Service Components are defined below. Proposals must include plans to employ a multifaceted professional and administrative staff of sufficient size and type to support all of the service components proposed by the Offeror. In addition, all service components must ensure full integration to diverse populations served at the Center. The Offeror's staffing plan must be included in the proposal submission as described under Section F., Paragraph 1.j. of this RFP.

- (1) **Community Outreach:** The Contractor must provide an effective strategy to engage a cross section of diverse youth and families in the planning of the services at the Center and in the participation in the services at the Center. The Contractor's services must include evidence based practices or reflect promising practices which would increase the potential for the target group of youth to participate in the program and to achieve concrete positive outcomes. Services must include integrated programming to diverse populations. Recruitment and engagement strategies for the Center should be fully described.
- (2) **Assessment:** The Contractor must ensure that all youth enrolled in the program are given a complete assessment to determine their needs including, but not limited to, legal, financial, mental and medical health needs. After the assessment, the Contractor must ensure that the participants have access to the appropriate services through the Center and/or referrals to partners/community resources.
- (3) **Referral Services:** The Contractor must demonstrate a thorough knowledge of all available services in the Takoma/Langley Park area for high-risk and gang involved youth. The Contractor should fully describe the methods to assist clients who are assessed to require services outside of the Center and include a plan for coordination of services when a multi-disciplinary effort is required. The Contractor must assist each client, when eligible, in accessing public health insurance, local, state and federal assistance, entitlement programs, and other services offered by local organizations. The

Contractor must provide case coordination, to include assisting families with applying for benefits and the development of an individual service plan for each youth. The Contractor must provide a full-time Case Manager to ensure that clients receive needed services in an effective and timely manner.

- (4) **Prevention Services:** These services may include, but are not limited to, General Education Development (GED) assistance, English for Speakers of Other Languages (ESOL), literacy classes and supports, other forms of education, employment preparation, placement, retention activities and supports, life skills development, case management, violence reduction efforts, parent support and training that integrates the broad diversity of the community, and recreation and cultural activities.
- (5) **Diversion Services:** For active gang members, diversion services should include, but are not limited to, safety planning and relocation efforts, crisis planning, gang and youth violence conflict management and mediation, other client services as needed, tattoo removal, outcome based substance abuse treatment, and employment and alternative involvement opportunities which allow for the successful separation from gang involvement. Diversion services may include non-traditional healing processes that could contribute to changes in behavior as well as help youth to leave gang life, and/or become less involved in criminal activity. Services must take place in the Center, the community or in detention facilities. The Contractor must coordinate services among relevant parties (community based organizations, human services agencies, police, probation, courts, correctional entities, etc.).
- (6) **Youth Leadership:** The Contractor will need to provide opportunities for youth to participate in leadership and decision-making activities within the Center and in the community through community initiatives and participation in conferences or trainings. Both Prevention and Intervention/Diversion Services must include the formation of a governing body made up of youth. Community and civic involvement activities are strongly encouraged.
- (7) **Behavioral Health and Support Services:** These services may include, but are not limited to, on-site and in-home mental health and family therapy for diverse youth and their family members. The Contractor must provide consistent and comprehensive mental health services, which include ongoing and regular assessment and treatment, integrated individual, family, and group therapy, crisis planning and access to psychological testing and drug treatment. The Contractor must have the capacity to serve individuals who have suffered from Post Traumatic Stress Disorder and must employ evidenced-based or promising practices that have demonstrated positive outcomes in working with individuals who have suffered trauma. The Contractor must hire or otherwise provide a full-time Case Manager to ensure that youth and families receive needed services, e.g. family supports, incomes support, legal information and advocacy.

c. Administrative and Quality Assurance Requirements

- (1) The resultant Contractor must develop, implement, and maintain a written policy and procedure manual for all services provided under the Contract. This manual is subject to approval by the County and must be submitted to the County within 45 days following contract execution. The manual must include the following sections, at a minimum:
 - (a) a detailed description and justification of the service components to be utilized to achieve the objectives identified by the contract;
 - (b) a comprehensive plan for integrated service delivery to diverse youth and families; and
 - (b) specific criteria and measurement tools used to evaluate the clients' and families' progress toward attainment of the program measures.

- (2) The resultant Contractor must develop, implement, and maintain a written policy and procedure manual, subject to approval by the County, specifically related to client rights and grievance procedures and must be submitted to the County within 45 days following contract execution.
- (3) The Contractor must ensure that all staff and volunteer personnel submit to a criminal background check before they provide services to clients under this Contract, in accordance with State law, including Code of Maryland Regulations (COMAR) §12.15.02 and all relevant provisions of Title 5, Subtitle 5, Part VI of the Family Law Article, Annotated Code of Maryland (“Criminal Background Investigations for Employees of Facilities and Other Individuals that Care for or Supervise Children”).
- (4) The Contractor must develop a mechanism for the collection and evaluation of data to determine program effectiveness, in a format approved by the County. Performance measures and quantitative outcome data must measure the impact the Contractor is having on its clients. Data collection must include tracking recidivism of those participants who complete services at the Center in collaboration with staff in the County’s Department of Health and Human Services, Montgomery County Police Department, and the State of Maryland Department of Juvenile Services. The Contractor’s evaluation must include development and administration of a County approved Annual Client Satisfaction Survey and a Participant Exit Survey.
- (5) The Contractor must submit to the County the results of an independent audit by March 1 of every year. The audit must include documentation of the Contractor’s fringe and indirect rates.
- (6) The Contractor must develop a plan, subject to the County’s approval, for transfer or disposition of the program caseload if requested by the County for transitional purposes.

4. Reports

a. Monthly Report

The Contractor must provide monthly reports to the County in a format approved by the County, no later than 15 days following the end of each month. These reports must accompany the monthly invoice and include the following information, at a minimum:

- (1) number of youth contacted through outreach;
- (2) number of youth enrolled in the program;
- (3) a listing of programs and activities provided at the Center;
- (4) a description of activities for clients conducted at the Center;
- (5) information regarding caseloads, including size and demographics;
- (6) frequency of contacts with clients for programs and activities at the Center;
- (7) number of group sessions conducted at the Center that integrate diverse populations; and
- (8) number of referrals to programs outside the Center.

b. Quarterly Report

The Contractor must provide quarterly reports to the County in a format approved by the County, no later than 15 days following the end of each quarter. The reports must include the following information, at a minimum:

- (1) unduplicated statistical information for clients (age, gender, race/ethnicity), by program/service component;
- (2) arrests, re-arrests, reductions in gang involvement by program/service component;
- (3) improved youth family relationships, as reported by youth and families by program/service component;

- (4) youth employment rates, and other outcomes of performance measures agreed upon;
- (5) progress of outreach activities to diverse populations in the community and integrating diverse populations into the Center's programs;
- (6) report on performance measures with baseline data and progress towards meeting goals;
- (7) identification of any key accomplishments or challenges; and
- (8) narrative information on staffing issues, programs, and services.

c. **Semi-annual Report**

The Contractor must provide semi-annual reports to the County in a format approved by the County, no later than January 15th and July 15th of each year the Contract is in effect. These reports must include a summary of the information in the monthly and quarterly reports and program evaluations, and a summary of overall accomplishments and activities during the reporting period. The final report must include the results of the Contractor's Annual Participant Satisfaction Survey.

d. **No payments will be processed until the required reports have been received and approved by the County.**

5. **Performance Measures**

The Contractor must develop and implement a mechanism to allow it to measure progress toward the County's Performance Measures listed below, and to assess the quality of services provided. At a minimum, the Contractor must achieve the following outcomes:

a. **Beneficial Impact**

The County has established an annual outreach target of at least 150 youth during the implementation year and 200 youth in subsequent years. 70% of these youth become engaged in the Contractor's program. In addition:

- (1) 75% of program participants complete the program.
- (2) a minimum of 35% of the program participants will be referred for additional services and supports provided by collaborations with outside agencies.
- (3) 70% of youth referred to drug treatment will show a decrease in drug use;
- (4) 50% of youth report, in exit surveys, a reduction in gang related activity while receiving services through the Center;
- (5) 50% of youth will become employed, retain employment or make progress toward gaining employment while involved with the Center; and
- (6) 70% of youth who have completed services at the Center will have no involvement in the Juvenile Justice or the Criminal Justice systems for a period one year.
- (7) 75% of youth will report overall satisfaction with the Contractor's services; and
- (8) 50% of youth will report an improved relationship with families while involved with the Youth Opportunity Center.
- (9) 80% of youth will report satisfaction with the program staff's responsiveness; and
- (10) 80% of youth will report satisfaction with the program staff's level of customer service.

b. **Customer Satisfaction**

Customer satisfaction surveys must be administered annually to all enrolled youth. Exit surveys must be administered to all youth upon termination or completion of the program. In addition, customer satisfaction surveys must include the following:

How would you rate your recent experience with this program or service in each of the following areas:

	Very Satisfied 😊😊	Satisfied 😊	Not satisfied 😞	Very Unsatisfied 😞😞	Don't Know / Not applicable
Responsiveness/Timeliness					
Courtesy/Respect					
Overall Experience					

SECTION D - PERFORMANCE PERIOD

1. TERM

The anticipated start date for a contract resulting from this RFP is November 1, 2011. The contract resulting from an award from this RFP will be effective on the date of signature by the Director, Department of General Services and will continue through June 30, 2012. Before the Contract term ends, the Director may, (but is not required to) renew this Contract for an additional term, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of the contract. The Director may exercise this option to renew four (4) times for one (1) year each. In addition, the County may extend the contract term for an additional one-year period for the sole purpose of transfer or disposition of the Contractor's caseload.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA

1. PROCEDURES

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a.
- b. Vendor interviews will be conducted with the three highest scoring offerors that achieve at least a score of 70 points based on the QSC's score for each written proposal evaluation criteria (See Section E.2.b). The interview criteria that will then be utilized is listed below under Section E.2.c. The QSC will also review an offeror for responsibility.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's combined written and interview score, and its responsibility determination.
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee(s), by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name(s) of the proposed awardee(s).
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA**POINTS****a. Written Proposal Evaluation Criteria**

The QSC will evaluate the written proposals based on the following criteria.

1. Offeror's level of experience and proven effectiveness in serving the needs of youth who are gang involved or at-risk of involvement, as well as experience in working in culturally diverse communities.	25
2. Offeror's detailed program plan for providing the services referenced in this RFP, and the level of a coordinated, collaborative effort to provide evidenced-based services or promising practices which will result in clear outcomes for the participants, described in Section C of this RFP.	35
3. Offeror's outreach strategy which will enable youth and community members to take part in the planning of the goals and operations of the Center and the governance of the Center and will result in the full participation of youth in the program.	25
4. Proposed budget and justification, including ability to leverage other funding.	15
Highest possible QSC score for written proposal evaluation	100

b. Interview Evaluation Criteria

The QSC will evaluate the interviews based on the following criteria.

1. Demonstration of conceptual, operational, and theoretical base of knowledge and experience in the provision of services to youth who are gang involved or have potential for gang involvement.	30
2. Demonstrated commitment to and plan for seeking out input from community and implementing the program effectively.	20
3. Knowledge and experience in collaboration and conceptualization of working collaboratively to create a full continuum of services and support.	30
4. Proposed budget (including salaries, benefits, etc.) to provide the required proposed service component(s) and vision for sustainability and proven ability to leverage resources.	20
Highest possible QSC score for interview evaluation:	100

SECTION F - SUBMISSIONS**1. PROPOSAL SUBMISSIONS**

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one original and **five (5) copies** of their proposal in the format below. Written proposals will be evaluated on only what is submitted. Proposals must be no more than 20 pages, exclusive of resumes and other attachments. Text may be single-spaced, but must be no less than 11

point font size with 1” margins on all sides. Offerors must adhere to the page limits specified; required attachments are not included in the page count.

The Offeror must submit sufficient information to enable the QSC to evaluate the Offeror’s capabilities and experience. Proposals must provide the information in the order and method that is described below, (including labeled sections as shown):

- a. A cover letter with a brief description of the firm, including the offeror’s name, address, telephone number and fax number.
- b. The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the offeror to the proposal.
- c. At least three references that may be contacted to attest to the quality and timeliness of the offeror’s work of similar nature and scope to the scope required by the County. (see Attachment A)
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit the appropriate Wage Requirements forms in Attachment G. **Failure to submit and complete the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.**
- e. Metropolitan Washington Council of Governments Rider Clause - Attachment B
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.
- g. Minority Business Program and Offeror’s Representation - Attachment C
- h. Agency/Personnel Background: Provide a description/identification of your organization, including a brief description of the agency, the names of all principals, and brief descriptions of each person’s roles and responsibilities in relation to providing the program of services described in this RFP.
- i. Agency Experience and Qualifications – Describe the major mission and/or focus of the Offeror. Provide a description of the Offeror’s experience and qualifications with youth who are at-risk or actively gang involved including: intervention and outreach activities and programs, developing and implementing community-based services, and behavioral health services. Describe the Offeror’s demonstrated experience and proven effectiveness in (i) serving the needs of youth, including youth who are at-risk or actively gang involved and (ii) in working with culturally diverse communities. Include descriptions of programs specifically related to the service components listed in Section C (community outreach, prevention, diversion, behavioral health and support services, screening and referral) as well as related programs. Describe the Offeror’s experience in working with diverse communities, and provide any evaluative data available on past programs provided. Describe the Offeror’s demonstrated experience with a collaborative approach to providing services, particularly working with local school systems, local child-serving agencies, non-profit agencies and other local community agencies. Describe the Offeror’s proposed collaborative relationships with agencies and groups in the community. Describe experience with and ability to leverage resources and secure additional funding for this program.
- j. Program Staffing – provide the following information about your agency’s staff and staffing policies and procedures:
 - (1) Describe the Offeror’s approach to recruitment and retention of diverse, qualified staff including: training and mentoring, motivating and supporting staff, and staff incentives and rewards. Present a plan to recruit and retain sufficient staff capable of engaging diverse cultures and backgrounds.
 - (2) Summarize the knowledge and experience of the individuals who will provide services. Please describe willingness and strategy to utilize former gang members in the project. Attach position descriptions and minimum qualifications for all staff positions providing services under a contract resulting from this RFP (including the Case Manager identified in Section C., Paragraph 3.b.3. and 7. of this RFP), and attach resumes of staff already identified to provide services. Provide an organizational chart showing the relationship between and the function of all program staff and administrators and linkages to proposed subcontractors (if applicable).

- (3) Provide a staffing plan to furnish the services as required, including a plan for management and supervision of the program to ensure program continuity. The plan must list the position title, general duties and specific job activities, licenses and certifications (if applicable), and possible hours for each staff.
 - (4) Submit a plan describing how the Offeror proposes to address any position vacancies to avoid any lapse in service.
- k. Detailed Program Plan – Provide the Offeror’s written plan to provide services as described in Section C. of the RFP, including a detailed description of each service to be offered, justification for services to be offered, and proposed implementation schedule. The Contractor’s plan must include, at a minimum, the following information:
- (1) specific methodology and implementation plans, including: a plan for delivering all of the services below as described in (a) through (e), location of service delivery, resources identified to implement plans, and time frames for implementing plans;
- (As with all services to be provided at the Center, plans should either be evidenced based or reflect promising practices. For those Offerors identifying approaches which have not had rigorous evaluation, evidence must be provided to justify selection of an unproven approach.)*
- (a) Community Outreach: Fully describe the strategy to engage a cross-section of youth who reflect the full diversity of the County in the planning of and participation in the program services. The plan should reflect the recommendations from the local Takoma/Langley Park youth and include approaches and proven practices to increase program participation by the target group of youth and to achieve concrete outcomes. Also include the plan to develop and provide joint programming integrating diverse populations.
 - (b) Screening: Fully describe assessment process for each enrolled client. Provide copies of any screening tools to be used during the assessment. Describe process for developing individualized program goals for each enrolled client.
 - (c) Referral: Offerors must detail plans for assisting clients who require services outside of the Center. Include plans for assisting each client, when eligible, with accessing public health insurance, local, state and federal entitlement programs, and other services offered by local community-based organizations. Offerors must fully describe plans for the provision of case coordination, to include assisting families with applying for benefits and the development of a plan for each youth.
 - (d) Prevention Services: Fully describe any prevention approaches that integrates the broad diversity of the community the Offeror plans to employ at the Center, including: GED, ESOL and, literacy classes/supports, other forms of education, employment preparation, placement and retention activities, life-skills development, case management, violence reduction efforts, parent support and training, and recreation and cultural activities. Also describe the methods by which the services would be delivered.
 - (e) Intervention/Diversion Services: For active gang members, intervention activities may include, but are not limited to: safety planning and relocation efforts, crisis planning, gang and youth violence conflict management and mediation, other client services as needed, tattoo removal, outcome-based substance abuse treatment, and employment and alternative involvement opportunities which allow for the successful separation from gang involvement. Offerors must fully document outcome measures that showcase reductions in criminal activity. Offerors must fully describe plans for coordination of services among

relevant parties (i.e. partners, community based organizations, human services, police, probation, courts, correctional entities, etc.).

- (f) Youth Leadership and Governance: Offerors must describe strategies/plans to provide opportunities for the target youth to participate in leadership and decision-making within the Center and in the community, such as through community initiatives and participation in conferences or trainings. Both Prevention and Diversion Services must include the formation of a governing body made up of youth. Community and civic involvement activities are strongly encouraged.
- (g) Behavioral Health and Support Services: These services must include on-site and in-home mental health and family therapy for youth and their family members as well as life skills training, case management, violence reduction efforts, and parent support and training. Offerors must fully describe plans for providing consistent and comprehensive mental health services, which include: ongoing and regular assessment and treatment, integrated individual, family, and group therapies, and access to psychological testing. Offerors must include plans to employ proven, evidence-based practices to serve individuals who have suffered trauma and are suffering from Post Traumatic Stress Disorder.
- (2) demonstration of community collaborations and/or working collaboratively with public and private programs, and community groups; demonstration of Offeror's knowledge of County resources available to the participants and plan to access those resources. Offeror's plan/strategy to adjust or develop services to meet the changing needs of the target group/community.
- (3) descriptions of how the Offeror plans to provide an ethnically and culturally relevant program to Montgomery County's diverse populations. This plan should take into account the challenges of implementing integrated service delivery for diverse populations.
- (4) description of the formation of a governing body made up of youth; and other opportunities for governance for family members
- (5) copies of any signed letters of intent demonstrating a formal collaboration with local agencies to deliver integrated services.
- l. Performance Measures – Provide a plan as to how the Offeror will collect and report to the County on a monthly basis the performance measure data detailed under Section C., Scope of Services, Paragraph 5, Performance Measures. Include any additional performance measures that the Offeror finds appropriate for the services described in this RFP.
- m. Proposed Costs – Provide two proposed line-item budgets; one for the implementation year, which will include start-up costs and outreach services to a minimum of 75 youth, and a second budget for the second year of the contract, which will include costs for outreach services to a minimum of 150 youth. Offerors should use the Department of Health and Human Services Budget (Attachment J) for this requirement, and may provide additional pages if necessary. The proposed budgets must include all costs for proposed services and sufficient supporting detail and justification for proposed costs. Be sure all direct costs associated with each position in the budget are clearly delineated. Identify and define all costs associated with operation, administration, coordination, and fiscal management.
- n. W-9 Tax Form
- o. Articles of Incorporation/Name Change Amendment (if applicable)
- p. Letter of Determination for Non-profit status (if applicable)

2. AWARD SUBMISSIONS

Prior to the execution of the contract, the following items must be submitted:

- a. Minority, Female, Disabled Person Subcontractor Performance Plan (contract value greater than \$50,000) – Attachment D
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) - Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The Contractor will be paid on a monthly basis within 30 days of submission of an acceptable and proper invoice, approved by the County.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be Jeri Cauthorn, DHHS

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist

- (a) another party in the matter; or
 - (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE****USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning Commission
_____	_____	Alexandria Sanitation Authority	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Arlington County Public Schools	_____	_____	Montgomery College
_____	_____	Bladensburg, Maryland	_____	_____	Montgomery County, Maryland
_____	_____	Bowie, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Charles County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	College Park, Maryland	_____	_____	OmniRide
_____	_____	Culpeper County, Virginia	_____	_____	Potomac & Rappahannock Transportation Commission
_____	_____	District of Columbia	_____	_____	Prince George's County, Maryland
_____	_____	District of Columbia Courts	_____	_____	Prince George's County Public Schools
_____	_____	District of Columbia Public Schools	_____	_____	Prince William County, Virginia
_____	_____	District of Columbia Water & Sewer Authority	_____	_____	Prince William County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County Service Authority
_____	_____	Fairfax County, Virginia	_____	_____	Rockville, Maryland
_____	_____	Fairfax County Water Authority	_____	_____	Spotsylvania County Schools
_____	_____	Falls Church, Virginia	_____	_____	Stafford County, Virginia
_____	_____	Fauquier County Schools & Government, Virginia	_____	_____	Takoma Park, Maryland
_____	_____	Frederick, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Frederick County, Maryland	_____	_____	Vienna, Virginia
_____	_____	Gaithersburg, Maryland	_____	_____	Virginia Railway Express
_____	_____	Greenbelt, Maryland	_____	_____	Washington Metropolitan Area Transit Authority
_____	_____	Herndon, Virginia	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Leesburg, Virginia	_____	_____	Winchester, Virginia
_____	_____	Loudoun County, Virginia	_____	_____	Winchester Public Schools
_____	_____	Loudoun County Public Schools			
_____	_____	Loudoun County Sanitation Authority			
_____	_____	Manassas, Virginia			
_____	_____	City of Manassas Public Schools			

Vendor Name

ATTACHMENT C**Minority Business Program & Offeror's Representation**

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 - Minority Contracting," Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Indicate Maryland Department of Transportation (MDOT)
certification # _____

Attach your MDOT certification letter.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore.

A Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN
FEMALE

ASIAN AMERICAN
HISPANIC AMERICAN

DISABLED PERSON
NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet summarizing maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract. or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer

Date: _____

MFD Program Officer

Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director
Department of General Services

Date: _____

Director
Department of General Services

Date: _____

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS –

Cross Roads Youth Opportunity Servicesr - Provide The Center And Community-Based Outreach And Diversion Services For Gang Involved Youth And Their Families (Takoma/Langley Park Area) at County Owned Space – Separate Space License Agreement

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of ***one million dollars (\$1,000,000)***, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless a greater period is required by law.

Certificate Holder

Montgomery County, Maryland
DHHS / CMT / Philip Royston
401 Hungerford Drive, 2nd floor
Rockville, Maryland 20850

ATTACHMENT G

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any and all Subcontractors. The Contractor and all Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any Subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the PMMD-177 04/10

decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

ATTACHMENT I



EXECUTIVE SUMMARY

FINAL REPORT AND RECOMMENDATIONS

Prepared by

The Montgomery County Gang Prevention Task Force

Submitted to

County Executive Douglas M. Duncan Montgomery County, Maryland

December 2004

~ ~ ~ ~ ~

Task Force Co-Chairs:

Carolyn W. Colvin

Montgomery County Department of Health and Human Services Director

Tom Manger

Montgomery County Chief of Police

Prevention Subcommittee

Sharon Friedman & Mindi Goodpaster, Co-Chairs

Montgomery County Mental Health Association

Intervention Subcommittee

Dr. Frieda Lacey, Chair

Montgomery County Public Schools

Suppression Subcommittee

Co-Chairs

Marielsa Bernard

Montgomery County Circuit Court

Mayda Colon Tsaknis

Maryland Hispanic Bar Association



EXECUTIVE SUMMARY

FINAL REPORT AND RECOMMENDATIONS

Prepared by
**The Montgomery County
Gang Prevention Task Force**

Submitted to
**County Executive Douglas M. Duncan
Montgomery County, Maryland**

December 2004

I. NEED FOR ACTION

In recent months, regional law enforcement officials have said that the presence of violent, well-structured gangs is steadily increasing across the Washington area. Gangs are recruiting young members in the District of Columbia and in surrounding suburban communities. Law enforcement research shows that there are at least 3,600 gang members in Maryland, the District of Columbia and Virginia and there are nine major active gangs and more than 100 additional crews and cliques regionwide. (*Washington Post*, September 2003)

The presence and growth of gang activity is a major concern to local communities and particularly to immigrant neighborhoods. Incidents of local gang activity have been reported in the media with respect to regional, national and international gangs.

The Joint County Gang Prevention Task Force focused on obtaining an accurate assessment of the numbers of gangs and gang members operating in the region. Information from the Montgomery County Police Department and the State's Attorney Gang Unit indicates that:

- The mobility of gangs and gang members makes it very difficult to compile a hard count of the number of gangs and/or gang members in the region. Many neighborhood crews or gangs form and disband on a frequent basis. In addition, gangs that are encountered and documented in one jurisdiction may also be encountered and documented in another jurisdiction.
- Gang activity has been documented in all of the Montgomery County police districts. The majority of documented gang activity occurs in specific areas of the 3rd, 4th and 6th police districts. The greater Langley Park/Takoma Park/Long Branch area and Lincoln Park community are also of particular concern.
- Seventy different gangs have been identified at one time or another over the last five years. Over that time period, 2,400 names were entered into a police data base. Current estimates indicate that there are 20 to 22 active gangs with approximately 540 to 560 active members and associates. While new gangs may periodically come and go, the 20 to 22 gangs have engaged in and continue to participate in some level of sustained criminal activity in Montgomery County.

II. CHARGE TO THE JOINT COUNTY GANG PREVENTION TASK FORCE

In February 2004, Montgomery County Executive Douglas M. Duncan and Prince George's County Executive Jack M. Johnson established a Joint County Gang Prevention Task Force (Joint County Task Force) to facilitate the coordination of efforts related to gang activity and gang violence. The Joint County Task Force included representatives of public and private groups engaged in gang prevention services as well as faith-based agencies, leaders from the various racial and ethnic communities and other nonprofit, grassroots organizations from the community. The Joint County Task Force was charged with the following:

- Assess the nature and scope of gang activity in Montgomery and Prince George's Counties.
- Identify primary geographic areas and populations which require concentrated gang prevention efforts.
- Identify existing community resources available to respond to the problem of gang activity.
- Identify opportunities for coordinated intercounty and interdepartmental planning to implement gang prevention strategies.
- Conduct municipal/community town hall meetings to obtain input from community residents.

- Identify key public and private and community partnerships essential for implementation of gang prevention initiatives in schools and communities.
- Recommend cultural and linguistic competency levels needed to implement gang prevention strategies responsive to County youth and their families.
- Identify policies, programs and resources needed to implement gang prevention strategies in Montgomery County and Prince George's County.
- Prepare and submit an accountability structure for periodic review of recommendations submitted by the County Gang Prevention Task Force.

Recommendations should lead to specific outcomes including: increased safety and well-being of youth and families in Montgomery and Prince George's Counties; increased awareness and capacity of families and communities to respond to factors that contribute to gang activity; and reduction of gang recruitment, gang participation and gang violence in local communities.

Co-Chairs of the Joint County Task Force were: Prince George's County Police Chief, Melvin High; Montgomery County Police Chief, Tom Manger; Prince George's County Deputy Chief Administrative Officer for Human Services, James Dula; and Montgomery County Health and Human Services Director, Carolyn Colvin.

Each county established three subcommittees: Prevention, Intervention, and Suppression. The subcommittees met regularly during the seven months to review and analyze data and to formulate recommendations in their particular areas. Each county held a series of municipal and town hall meetings to solicit input from community members who have experienced firsthand the problems of gang activity and gang violence. Individuals testifying at these public forums included parents, youth, community leaders, educators and former and current gang members. Each county established a Web site devoted to publicizing the activities of the Joint County Task Force. Concerned individuals could contact the Task Force with suggestions, concerns and comments by e-mail.

The Joint County Task Force met on a monthly basis to review the direction and progress of the county task forces, to review the subcommittee work and to develop a final report and recommendations.

The Joint County Task Force endorsed three guiding principles that serve as a foundation for the recommendations in the Joint County Report:

- By addressing risk factors for gang involvement, a community can also address other issues faced by youth, young adults and their families, such as substance abuse, teen pregnancy, truancy and drop-out rates, unemployment, bullying and mental health problems.

- All programs that address prevention, suppression and intervention, whether existing or new to the community, must be culturally sensitive and must reflect the diversity of the community in which they operate.
- All new programs that address prevention, intervention and suppression must be evidence-based, with measurable outcomes, and must have evaluation programs built in to monitor their effectiveness.

The Joint County Task Force issued a separate report with its joint recommendations. These recommendations are attached to this report (see Appendix). Not all the joint recommendations are repeated in the separate Montgomery County Task Force recommendations which are provided in the next section. For example, the Joint County Task Force is recommending a bi-county coordinated public awareness campaign, expansion of the School Resource Officer/Educational Facilities Officer programs and the establishment of an anonymous tip-line in each county for reporting suspected gang activity, graffiti or other suspicious activities.

III. RECOMMENDATIONS OF THE MONTGOMERY COUNTY GANG PREVENTION TASK FORCE

As noted in the previous section, each County met separately in county-based Prevention, Intervention and Suppression subcommittees. The subcommittee members brought to the table a wealth of knowledge, perspective, creativity and recommendations.

The subcommittees relied upon national models and research literature to frame their discussions and develop their recommendations. In particular, the Office of Juvenile Justice Delinquency Prevention's Comprehensive Gang Model (OJJDP 2002) was extremely useful. In addition, the input received from the municipal/town hall meetings was considered. Reports prepared by the Montgomery County Prevention, Intervention and Suppression Subcommittees are available in the Montgomery County Gang Prevention Task Force Final Report and Recommendations in the Appendix.

The subcommittees joined together as the Montgomery County Gang Prevention Task Force, which strongly endorses the Joint Task Force Guiding Principles listed on page 4 of this Executive Summary. We must comprehensively address risk factors that contribute to gang involvement, ensure that programs are culturally competent and insist that programs follow proven best practices if we are to halt the increasing presence of gangs in Montgomery County. The Montgomery County Task Force strongly supports the Joint County Task Force recommendation that aims to develop a comprehensive public policy agenda for future county, state and federal legislative sessions, including the development of legislative priorities and funding sources to address the issues of gang activity and gang violence.

To achieve the vision of a community where gangs are not welcome, wanted or needed by our youth, the Montgomery County Gang Prevention Task Force members urge County Executive Duncan to undertake a comprehensive program that will coordinate, inform, educate, prevent and protect county neighborhoods. Below are specific recommendations related to each of these components.

A. COORDINATE

The need for better coordination of gang prevention strategies in Montgomery County as well as regionally was identified by each of the subcommittees as a critical need. To achieve this, the County Executive should:

- (1) Establish a Steering Committee with representation from senior-level public and private decision-makers as well as community leaders to direct the planning and monitor the progress of the County's gang prevention efforts.** This Steering Committee should be led by the Montgomery County Chief of Police, the Superintendent of Montgomery County Public Schools and the Director of the Montgomery County Department of Health and Human Services. The Steering Committee should be supported by a Youth Violence Prevention Coordinator. The coordinator position could be located in an Executive branch department or private agency. The coordinator must have expertise in violence prevention and community networks.
- (2) The Youth Violence Prevention Coordinator should also be charged with coordinating the research and writing that must be done in order to secure additional public and private resources.** Services to at-risk youth have undergone severe reductions because of fiscal constraints at the State and local levels. In order to sustain current efforts and enhance the capacity to prevent gang involvement and other delinquent behaviors, it is necessary to strengthen the funding foundation for the entire continuum of services.
- (3) Designate an organization or agency to oversee and coordinate all County activities related to the prevention, intervention and suppression of youth violence. This organization would respond to direction from the Steering Committee.** Responsibilities of this organization would include receiving and analyzing gang activity data collected by other agencies, monitoring and reporting on gang and youth violence activity in the County. This organization would assist the Steering Committee in the development and oversight of a comprehensive plan to address the three areas of the continuum model. It would also facilitate the creation of a network of community stakeholders with a common goal of strengthening community partnerships. This alliance should include a multicultural, interfaith referral network of religious leaders and religious organizations that work with youth.

- (4) **To assist with planning, implementation and evaluation, designate a Prevention Services Coordinator as needed in schools and other public and private organizations to assess and address prevention needs.**

B. INFORM

We cannot inform the community without good information that uses common terms and definitions. Many agencies and groups currently hold many types of information. Efforts such as the Data Collaborative, led by the Montgomery County Collaboration Council for Children Youth and Families, are working to coordinate “big-picture data” about the overall condition of our children and families. However, a greater focus is needed on trends in gang participation and youth violence.

- (1) **Identify the types of data to be collected and the policies and protocols around data collection and sharing that will: (1) measure progress in decreasing gang participation and youth violence; (2) ensure communication for improved school and public safety; and (3) connect identified youth and their families with needed services.** As much as possible, data should be standardized across departmental boundaries with agreed-upon definitions and consistent processes for collection, reporting and dissemination. These data can be both qualitative and quantitative. Consideration of confidentiality laws and the levels of access to certain kinds of data must be included in the policies and protocols.
- (2) **Create a resource directory with a Web presence that communicates information on a regular basis and conveys a positive youth image.** This information (new and existing) can include links to directories of proven prevention programs and strategies focused on youth, a community events calendar, a Speakers Bureau and training and educational opportunities.

C. EDUCATE

- (1) **Provide comprehensive, countywide awareness training to community members, including youth, parents and agency professionals who work with youth, about risk factors, how to deter gang involvement, the warning signs of gang involvement and strategies for working with gang-involved and at-risk youth.** It is important to send a consistent message about prevention and intervention strategies, gang awareness and at-risk youth behaviors to schools, parents and community service providers so they can respond appropriately when issues arise.
- (2) **Focus gang prevention education efforts for vulnerable youth populations and their families through various methods such as providing information to those using the International Student Admissions Office of Montgomery**

County Public Schools, the Gilchrist Center and the ESOL program. Work with the faith community to reach vulnerable families.

- (3) **Continue to use focus groups and surveys to gain insights and information from youth in order to better target education efforts**

D. PREVENT

Prevention requires good planning, proven methods and multi-year sustained commitments. Just as MCPS has shown that a multi-year commitment to lower class size is improving educational outcomes, proven prevention strategies and programs need to remain in place if we are to see results.

- (1) **Expand and sustain after-school programs that are proven effective during the critical hours of 2-6 p.m. Implement programs with extended hours to serve those families where parents are working multiple jobs or evening shifts.** Increase programs serving those areas of greatest need identified in the report, “Assessing Gang Activity in Montgomery County,” ensuring adequate transportation for students to after-school and summer programs. Provide support to assist families who cannot otherwise afford to pay for quality after-school programming.
- (2) **Develop activities that empower students to promote their own safety and resilience through gender-sensitive education activities and student leadership training.**
- (3) **Increase programs related to acclimation and acculturation for students and their families.** Initiate reunification groups and programs for youth and families to help renew family bonds and help families adjust to life in this country.
- (4) **Provide additional funding for existing school- and community-based mentoring programs. Implement a countywide effort involving all sectors of the community to recruit additional mentors for youth and young adults.** There is a need for youth who are suspended or expelled from school or who have dropped out of school to have a mentoring experience in their lives as well.
- (5) **Expand funding and support for comprehensive community and school-based programs such as Linkages to Learning and the Youth Services Centers and Wellness Centers as well as others identified in the Community Resources Report.** These centers can provide safe places for youth who wish to avoid gang involvement. Giving parents the tools to strengthen their parenting skills, improve communication among family members and increase engagement in their youngsters’ lives will empower parents to assume a more active role in parenting.

- (6) **Review the County's existing Early Childhood Plan and provide funding and support for those components which directly enhance the County's gang prevention efforts.** The importance of intervening early and with very young children is critical in recognizing and addressing risk factors early on.
- (7) **Provide incentives to mental health professionals and agencies in order to increase services to bilingual populations. Provide support to immigrants and refugees who may require additional professional training to receive licensure to practice in this community.** Provide specialized training to mental health professionals in how to work with gang-involved and at-risk youth. Providing an array of integrated bilingual mental health services to youth and their families will begin to address the various issues faced by these families. Counseling is also critical for those families who have been reunited after many years.
- (8) **Provide funding and resources for youth job-training programs that target gang-involved youth and at-risk youth.** Examine current alternative school programs (e.g., vocational training) policies and potential barriers to participation. Identify ways to create flexibility within the existing curriculum to encourage improved school performance and to discourage dropping out.

E. PROTECT

Data tell us that we are fortunate to live in a county with low overall crime rates and low incidents of violence and weapons in our schools. Yet data do not necessarily tell the whole story of whether a community is safe, or, just as importantly, whether residents and students feel safe in their neighborhoods and schools. Gang members prey on youth who lack a feeling of safety, falsely offering them protection through belonging to a gang.

- (1) **Increase the size of the County's Gang Investigations Unit to include centralized and decentralized components.** Expand as needed the resources of other agencies that may be impacted by this increase.
- (2) **Request that members of the criminal and juvenile justice systems (including State's Attorney, Correction and Rehabilitation, Public Defender and Juvenile Services) continue to find ways to improve and expand diversion and non-jail sentencing options for the courts to use in cases where offenders are gang members or are associated with gangs.**
- (3) **Explore and implement available options for including prohibitions against associating with other known gang members within conditions of probation and parole.**

- (4) **County government agencies and organizations should be encouraged to conduct comprehensive facility and program safety assessments to enhance perceptions of security.** Youth often cite fear as one of their motivations for becoming part of a gang. Maintaining safe environments in the community and in schools would help to reduce gang involvement. The National School Safety Center suggests factors that should be examined to determine the degree of safety in these settings.
- (5) **Implement evidence-based strategies to discourage bullying in schools and communities and provide comprehensive anti-bullying programming at all school levels.**
- (6) **Create Regional or Community-Based Youth Violence Prevention/ Intervention Teams made up of direct service workers and street mentors from public and private agencies and organizations to coordinate the services and resources provided to gang-involved youth and their families.** These teams will identify the most heavily gang-involved youth and their families to receive intensive case management services that specifically address gang involvement.
- (7) **Identify gang-involved youth who need refuge and protection while they are attempting to leave a gang and provide them with safe-havens. Identify the existing organizational capacity across the continuum for providing these safe-haven resources and provide additional support and funding if necessary.** Ensuring the safety of youth is critical in two areas: (1) gang-involved youth who need refuge and protection while they attempt to leave the gang; and (2) youth who need a nonthreatening environment that allows them to come to a place with no organized activities and just be themselves.

APPENDIX

The Montgomery County Prevention Gang Task Force worked in tandem with the Prince George's County Gang Prevention Task Force to develop recommendations for consideration by the Joint County Gang Prevention Task Force Steering Committee.

Pages 12 to 19 present the Executive Summary Report prepared by the Joint County Gang Prevention Task Force. The full report provides the reader an overview of the consensus recommendations developed by the Montgomery County and Prince George's Joint County Gang Prevention Task Force.

The Joint County Gang Prevention Task Force Final Report and Recommendations were presented and approved for implementation by County Executives Douglas M. Duncan and Jack B. Johnson on September 20, 2004.



EXECUTIVE SUMMARY



FINAL REPORT AND RECOMMENDATIONS

Submitted to

County Executive Douglas M. Duncan
Montgomery County

County Executive Jack B. Johnson
Prince George's County

By the

JOINT COUNTY GANG PREVENTION TASK FORCE **Montgomery County and Prince George's County, Maryland**

September 14, 2004

I. NEED FOR ACTION

In recent months, law enforcement officials have seen a steady increase of violent, well-organized gangs across the Washington area. Recruitment of gang members is actively taking place throughout the Washington metropolitan region. The issue of community gang activity is a major concern in school communities and in immigrant neighborhoods. Local incidents of gang activity have been reported in the media in conjunction with regional, national and international occurrences.

Law enforcement research shows that there are approximately 3,600 gang members in Maryland, the District of Columbia and Virginia and that there are nine major active gangs and more than 100 additional crews, significant gangs and cliques region wide. According to Montgomery County and Prince George's County police departments and both State's Attorney's Offices:

- The mobility of gangs and gang members creates an insurmountable obstacle in attempting to compile a hard count of the number of gangs and/or gang members in the region. Many neighborhood crews or gangs form and disband on a frequent basis. In addition, gangs that are encountered and documented in one jurisdiction may also be encountered and documented in another jurisdiction. Multiple police contacts usually result in duplicate entries.
- Between 2000 and 2004, Montgomery County police officers logged over 2,400 contacts with gang members and associates. Each data entry represents an individual gang member or associate. This total figure also includes individuals who have never lived and/or no longer live in Montgomery County.
- One of the things that this Joint County Gang Prevention Task Force has accomplished is to give the most accurate picture of the numbers of gangs and gang members operating in the region. In Montgomery County, 70 different gangs have been identified at one time or another over the last five years. Over that time period 2,400 names were entered into a police database. As we have been able to refine the data, we currently estimate that there are 20 to 22 active gangs with approximately 540 to 560 active members and associates. While new gangs may periodically come and go, the 20 to 22 gangs have engaged in and continue to participate in some level of sustained criminal activity in Montgomery County.
- Gang activity has been documented in all of the Montgomery County police districts. The majority of documented gang activity occurs in specific areas of the 3rd, 4th and 6th police districts.
- In Prince George's County, police officials estimate there are 50 "crews" or gangs in the County, with a total of over 400 members.
- Officials in Prince George's County note an alarming rise in Hispanic gangs and report that the criminal activity of these gangs has expanded to sophisticated car theft rings and prostitution.
- The majority of gang-related incidents occur in Prince George's County Police District 1, in a 1.4 square mile area in Langley Park.

II. THE JOINT COUNTY TASK FORCE

In February 2004, faced with a rise in gang activity in both counties and in surrounding jurisdictions, Montgomery County Executive Douglas M. Duncan and Prince George's County Executive Jack B. Johnson established a Joint County Gang Prevention Task Force (Joint County Task Force) to facilitate the coordination of efforts related to the reduction and elimination of gang activity and gang violence.

Prior to the appointment of the Joint County Task Force, multiple public and private County institutions were independently working to tackle the increasing incidences of gang activity with only minimal exchange of information among them. The Joint County Task Force was challenged to identify opportunities to engage in regional partnerships to reduce and eliminate gang activity and to connect the many independent efforts. The Joint County Task Force includes representatives of public and private organizations as well as faith-based agencies, racial/ethnic community groups and nonprofit grassroots organizations.

The two County Executives charged the Joint County Task Force with conducting the following tasks and recommending strategies that focus on prevention, intervention and suppression solutions:

- Assess the nature and scope of gang activity in Montgomery and Prince George's Counties.
- Identify primary geographic areas and populations that require concentrated gang prevention efforts.
- Identify existing community resources available to respond to the problem of gang activity.
- Identify policies, programs and resources needed to implement gang prevention strategies in Montgomery County and Prince George's County.
- Identify opportunities for coordinated intercounty and interdepartmental planning to implement gang prevention strategies.
- Identify key public-private and community partnerships essential for implementation of gang prevention initiatives in schools and communities.
- Conduct municipal/community town hall meetings to obtain input from community residents.
- Recommend cultural and linguistic competency levels needed to implement gang prevention strategies responsive to at-risk youth and their families.
- Prepare and submit an accountability structure for periodic review of recommendations submitted by the Joint County Gang Prevention Task Force.

Outcomes expected from the Joint County Task Force include concrete plans to increase the safety and well-being of youth and families in critically affected areas of Montgomery and Prince George's Counties; increased awareness and capacity of

families and communities to respond to factors that contribute to gang activity; and reduction of gang recruitment, gang participation and gang violence in local communities.

To oversee this extensive collaborative research and planning effort, the two County Executives appointed four leaders from both jurisdictions to serve as the Co-Chairs of the Task Force: Prince George's County Police Chief, Melvin High; Montgomery County Police Chief, Tom Manger; Prince George's County Deputy Chief Administrative Officer for Human Services, James Dula; and Montgomery County Health and Human Services Director, Carolyn Colvin.

Each county convened and managed its own individual task force. The Joint County Task Force met regularly to monitor the direction and progress of those efforts, review the final subcommittee reports and develop the framework and final report and recommendations for approval by the full membership of the Joint County Task Force.

Based on an array of research findings supporting this direction, the Joint County Task Force established three subcommittees: Prevention, Intervention and Suppression. These groups met regularly during the past seven months to review and analyze research and data, solicit community input and formulate recommendations in each respective area.

A key part of the information-gathering process was a series of municipal and town hall meetings held to solicit input from community members who have experienced firsthand the problems of gang activity. Individuals testifying at these public forums included parents, youth, community leaders, educators and current and former gang members.

Both counties also established a Web site devoted to publicizing the activities of the Joint County Task Force and provided an e-mail address so that residents from both counties could contact the Task Force with suggestions, concerns and comments.

III. RECOMMENDATIONS

The subcommittees relied upon national models and research literature to frame their discussions and develop their recommendations, focusing in particular on the 2002 *Comprehensive Gang Model* from the U.S. Office of Juvenile Justice and Delinquency Prevention. As critical to the formulations of the recommendations, however, was the feedback and input the subcommittees received from the six town hall meetings.

This report is the result of a collaborative effort by both counties, and contains joint recommendations as directed by the two County Executives. Each county will issue its own Gang Prevention Task Force Report that provides information and resources specific to its region. The recommendations from the Joint County Task Force follow.

These recommendations reflect the comprehensive approach of prevention, intervention and suppression strategies and are grouped in those categories. It must be noted, however, that all the subcommittees' recommendations interrelate. Some recommendations will be implemented jointly; that is, both counties will contribute staff and/or resources. Other recommendations are similar in intent and content but will be implemented by each county according to the demographics and specific needs, requirements and resources of the county.

Guiding Principles

Any comprehensive collaborative effort should be grounded in a set of guiding principles. Consequently the Joint County Task Force has endorsed the following to underscore every recommendation:

- By addressing risk factors for gang involvement, a community can also address other issues faced by youth, young adults and their families such as substance abuse, teen pregnancy, truancy and drop-out rates, unemployment, bullying and mental health problems.
- All programs that address prevention, suppression, and intervention, whether existing or new to the community, must be culturally sensitive and must reflect the diversity of the community in which they operate.
- All new programs that address prevention, intervention, and suppression must be evidence-based with measurable outcomes, and must have evaluation programs built in to monitor their effectiveness.

General Recommendations

- (1) Establish a Joint County Gang Prevention Steering Committee that meets quarterly to continue the collaborative efforts and to monitor the progress of these recommendations. Members recommended to serve on the Committee include county representatives from the Police Departments, the Departments of Health and Human Services, Public Schools, State's Attorney's Offices, youth members and other agencies as appropriate.
- (2) Establish a coordinating entity for each county that is responsible for overseeing and coordinating the efforts of all public and private agencies involved in the areas of youth violence.
- (3) Work with local, state and federal legislators to design and develop joint agendas

for the 2005 Congressional and General Assembly sessions that include legislation aimed at gang prevention, intervention and suppression actions as well as the identification of funding opportunities.

- (4) Develop an inventory of gang prevention materials and other program resources.
- (5) Develop a public awareness campaign designed to educate area residents, elected officials, educators, nonprofit and faith-based organizations and businesses about gangs, including risk factors and recruiting. Ensure that such a campaign is culturally sensitive and multilingual and takes into account the need for visual as well as written materials. Solicit support for this effort from the business community.
- (6) Develop a partnership with the University of Maryland/Department of Criminology and Criminal Justice to assist with research and program development and evaluation efforts.

Prevention Recommendations

- (1) Conduct a school safety assessment in Prince George's County and Montgomery County using the approach developed by the National School Safety Center. This type of assessment can be expanded to address safety issues in other public facilities as needed.
- (2) Implement and sustain after-school programs during the critical hours of 2 - 6 p.m. These programs must demonstrate through evaluation and analysis their effectiveness for the age, gender and ethnicity of program participants. Strengthen partnerships with private nonprofit agencies that provide resources and/or program space. Continued analysis should be undertaken to determine whether program hours are needed to serve youth whose parents may be working multiple jobs or during evening/nighttime hours.
- (3) Develop and implement a series of community meetings that reach out to youth, adults and parents and involve them in open, ongoing discussions about youth violence including gang involvement. Conduct surveys of youth attitudes about gang activities to gain their input regarding program development.

Intervention Recommendations

- (1) Develop a standardized information collection and data-management system to

ensure that all public agencies in both counties collect and share the same data. This information is important for the purposes of policy, program and resource allocations.

- (2) Design and implement a joint county program in the greater Takoma/Langley Park area to address the needs of youth and young adults at risk of gang involvement. Draw upon the experience of the Montgomery County Workforce Investment Board, Prince George's County Workforce Services Corporation, and the business, nonprofit, civic and faith communities of the target area as appropriate.
- (3) Establish an anonymous tip line in each county for the reporting of suspected gang activity, graffiti or tagging and other occurrences of suspicious activity.
- (4) Actively participate with the Metropolitan Washington Council of Governments to develop a regional strategy to address gang activity while maintaining the Prince George's and Montgomery County initiatives.
- (5) Provide assistance to municipalities, civic associations, unincorporated areas and community-based organizations to help them establish grassroots community programs such as mentoring and coaching that focus on youth at risk.
- (6) Create a range of appropriate safe haven resources where children and youth at risk of gang involvement can seek refuge from a threatening environment.
- (7) Expand and increase awareness of remedial education programs, technical education programs, employment training and entry level employment opportunities focused on areas with a high concentration of at-risk and gang-involved youth. Work with appropriate agencies (e.g., Montgomery County Workforce Investment Board, Prince George's County Workforce Services Corporation and local business associations) to develop additional vocational opportunities.

Suppression Recommendations:

- (1) Request the Boards of Education to review existing dress code policies to ensure that principals and school personnel can prohibit gang paraphernalia, suppress gang members' visibility and increase students' feelings of safety.
- (2) Expand the number of in-school police officers (Educational Facility Officers and School Resource Officers), extending the program into all high schools and middle schools.

- (3) Create, expand and sustain in-school suspension programs and/or develop programs designed to keep suspended students in a facility, if not a school. These programs should provide opportunities for academic assistance and social development.
- (4) Evaluate the effectiveness of the truancy process and enhance if necessary.

DHHS Budget

ATTACHMENT J

Agency/Organization Name:

Address:

City, State, Zip Code:

Contact Person:

Phone/Fax/E-Mail:

Contract Number:

Mar 2010

BUDGET SUMMARY

Category	FY 2011 Budget				Notes:
	Contract Funding (Montgomery County)*	Other Sources of Funding	Organizational Total		
A. Salary (Salary)		\$ -	\$ -		Do not include fringe in salary line
Fringe Benefits (___% of salary expenses)		\$ -	\$ -		Include the % used to calculate fringe benefits
B. Indirect and Administration (___% of contract budget)	\$	\$ -	\$ -		Include the % for administrative/overhead costs
C. Operating Expenses	\$	\$ -	\$ -		
D. Capital Expenses	\$	\$ -	\$ -		
Total	\$	\$ -	\$ -		

BUDGET DETAIL

A. Personnel Expenses

Position	Incumbent	FTE	Annual Salary	*Contract Salary Budget = %FTE x annual salary	Fringe Benefit Rate (example 20%=.20)	Fringe	Total Salary + Fringe	Position Justification
Total Personnel Expenses								

B. Indirect/Administration, if applicable

Expense Category	Cost	% of Contract
Total Indirect and Administration	\$ -	

K-1

C. Direct (Operating) Expenses

Expense Category	Cost	Justification of Costs
Consulting	\$ -	
Staff Development	\$ -	
Travel	\$ -	
Rent	\$ -	
Utilities	\$ -	
Maintenance	\$ -	
Telephones	\$ -	
Other Communications	\$ -	
Equipment & Maintenance	\$ -	
Supplies	\$ -	
Insurance	\$ -	
Postage	\$ -	
Printing	\$ -	
Other Expenses (list)	\$ -	

	\$ -							
	\$ -							
	\$ -							
	\$ -							
	\$ -							
	\$ -							
	\$ -							
Total Operating Expenses	\$ -							
D. Capital Expenses, if applicable								
Description	Cost	Justification of Costs						
	\$ -							
	\$ -							
	\$ -							
	\$ -							
	\$ -							
Total Capital Expenses	\$ -							

Approved by: (for the Vendor)

Signature
Name:_____
Title:_____

Date

Approved by: (for the Department of Health and Human Services)

Signature
Name:_____
Title:_____

Date